questioned when we recall the words of Mr. Justice HUGHES in the *Bailey* case:—"Its natural and inevitable effect is to expose to conviction for crime those who simply fail or refuse to perform contracts for personal service in liquidation of a debt; and judging its purpose by its effect, it seeks in this way to provide means of compulsion through which performance of such service may be secured." Compare 6 MICH. L. REV. 50.

DEEDS—NEW GRANTEE IN HABENDUM—CONSTRUCTION.—In a state where the word "heirs" is not necessary to the creation of a fee simple, a deed contained the following provisions: "I, P. R., * * * do hereby sell and convey unto the said C. R. and N. J. R. the following—(description)—. This deed is to take effect at the death of P. R. and then C. R. and N. J. R. to have it their lifetime, and then it falls to W. P. R." C. R. and N. J. R., husband and wife, being dead, W. P. R. claimed the whole. Plaintiffs, children of N. J. R. by a former marriage, demanded a division on the ground that C. R. and N. J. R. took a fee by the above grant. *Held* that C. R. and N. J. R. took only a life estate, and W. P. R., defendant, a fee in the whole. *Husted* v. *Rollins* (Iowa 1912), 137 N. W. 462.

At common law, though the habendum of a deed could be resorted to to explain or enlarge the estate given by the granting clause, yet it was not permitted to contradict, curtail or defeat the estate already limited in the granting clause. 2 BLACKSTONE, 298. BREWSTER, CONVEYANCING, 158. In many of the United States the same rule is followed with more or less strictness. *Webb* v. *Webb's Heirs*, 29 Ala. 588; *Dodge* v. *Walley*, 22 Cal. 225; *Riggin* v. *Love*, 72 Ill. 553; *Palmer* v. *Cook*, 159 Ill. 300; *Meacham* v. *Blaess* 141 Mich. 258; *Linville* v. *Greer*, 165 Mo. 380; *Rines* v. *Mansfield*, 96 Mo. 394; *Jackson* v. *Ireland*, 3 Wend. 99; *Blackwell* v. *Blackwell*, 124 N. C. 269; *Moore* v. *City of Waco*, 85 Tex. 206; *Blair* v. *Muse*, 83 Va. 238. The following cases illustrate the same principle when a life estate in the habendum follows a fee in the granting clause, as in the principal case: *Marsh* v. *Morris*, 133 Ind. 548; *Ratliffe* v. *Marrs*, 87 Ky. 26; *Winter* v .*Gorsuch*, 51 Md. 180; *Smith* v. *Smith*, 71 Mich. 633; *Robinson* v. *Payne*, 58 Miss. 690; *Dunbar* v. *Aldrich*, 79 Miss. 698. Where a life estate is limited in a clause following a grant in the short statutory form as used in many states, such limiting clause is not regarded as a habendum so as to fall within the common law repugnancy rule, *Adams* v. *Fisher*, 143 Mich. 673; *Welch* v. *Welch*, 183 Ill. 237. There is, however, a modern tendency away from the strict common law construction of deeds, which disregards technical rules and, contruing all clauses of the particular deed on an equal footing, aims to enforce the intentions of the grantor. *Caldwell* v. *Hammons*, 40 Ga. 342; *Bray* v. *McGinty*, 94 Ga. 192; *Prior* v. *Quackenbush*, 29 Ind. 475; *Carson* v. *McCaslin*, 60 Ind. 334; *Evans* v. *Dunlap*, 36 Ind. App. 198; *Henderson* v. *Mack*, 82 Ky. 379; *Parker* v. *Murch*, 64 Me. 54; *Higgins* v. *Wasgatt*, 34 Me. 305; *Powers* v. *Hibbard*, 114 Mich. 553; *Jennings* v. *Brizeadine*, 44 Mo. 332; *Utter* v. *Sidman*, 170 Mo. 284; *Bates* v. *Virolet*, 53 N. Y. S. 893; *Hitchler* v. *Boyles*, 21 Tex. C. A. 230; *Johnson* v. *Barden* (Vt.), 83 Atl. 721; *Temple's Admr.* v. *Wright*, 94 Va. 338; *Uhl* v. *Railroad Co.*, 51 W. Va. 106. In some instances where a

statute has abolished the necessity of the word "heirs" to convey a fee simple, deeds similar to that in the principal case have been passed upon and similarly decided. *Montgomery* v. *Sturdevant,* 41 Cal. 290; *Williams* v. *Hedrick,* 96 Fed. 657; *Humphrey* v. *Foster,* 13 Grat. (Va.) 653. See 2 ILLINOIS L. REV. 192, for extended discussion of the subject of construction of habendum in deeds.

DEEDS — PAROL RESERVATION OF GROWING CROPS BY VENDOR OF LAND. — Where a vendor of land executed and delivered a warranty deed to plaintiff, and as part of the consideration of the deed, there was a parol reservation to the vendor of a growing crop of wheat, *held,* that such parol reservation may be shown when the deed is silent as to the passing to the grantee of the growing wheat. *Bjornson* v. *Rostad,* (S. D. 1912), 137 N. W. 567.

The court in this case showed that in the absence of any reservation, parol or otherwise, a growing crop of grain on the land at the time of the execution of the deed thereof passes to the purchaser under the deed. Where there is a parol reservation of crops simply, without any agreement that such is part of the consideration of the deed, the following cases have held that such parol reservation may not be established, on the ground that to allow it would be a violation of the parol evidence rule: *Gibbons* v. *Dillingham,* 10 Ark. 9, 50 Am. Dec. 233; *Gam* v. *Cordrey,* 4 Penn. (Del.) 143, 53 Atl. 334; *Damery* v. *Ferguson,* 48 Ill. App. 225; *Chapman* v. *Veach,* 32 Kan. 167, 4 Pac. 100; *Brown* v. *Thurston,* 56 Me. 126, 96 Am. Dec. 438; *McIlvaine* v. *Harris,* 20 Mo. 457. But the contrary rule—which goes farther than the rule in the principal case—has been held in other states: *Cooper* v. *Kennedy,* 86 Neb. 122, 124 N. W. 1131; *Walton* v. *Jordan,* 65 N. C. 170; *Baker* v. *Jordan,* 3 Ohio St. 438; *Backentos* v. *Stahler,* 33 Pa. St. 251, 75 Am. Dec. 592; *Kerr* v. *Hill,* 27 W. Va. 576, on the ground that growing crops can be either realty or personalty according to the intention of the parties; that the deed on its face purports to convey realty, and that it is quite consistent with the deed to show the understanding of the parties. Where, as in the principal case, the facts showed that the parol reservation was part of the consideration, cases holding directly contrary thereto are: *Adams* v. *Watkins,* 103 Mich. 431; *Kammrath* v. *Kidd,* 89 Minn. 380, 95 N. W. 213, 99 Am. St. Rep. 603, on the ground that to allow such parol proof would vary the terms of the deed. Cases holding directly in accord with the rule in the principal case are: *Kluse* v. *Sparks,* 10 Ind. App. 445, 37 N. E. 1047; *Grabow* v. *McCracken,* 23 Okl. 612, 102 Pac. 84, 23 L. R. A. (N. S.) 1218; *Holt* v. *Holt,* 57 Mo. App. 275.

EVIDENCE—ADMISSIBILITY OF STATEMENTS OF A PRIOR HOLDER OF NEGOTIABLE PAPER AGAINST TRANSFEREE.—Plaintiff sued on two promissory notes, alleged to have been made by the defendant, who denied execution of the notes and interposed the defense of fraud. It appeared that the defendant entered into negotiations with L, in the course of which a contract was executed which referred to one of the notes. Defendant asserted that the reference to the note was fraudulently inserted after the execution and delivery of the contract, and that on the date of final settlement, he inquired of L